

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERGY SOLUTIONS INTERNATIONAL, INC.		06/04/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3900175	PIPELINETRANSPORTER	
Registration Number:	3900176	PIPELINEMANAGER	
Registration Number:	3900772	SYNTHESIS	
Registration Number:	3947859	FROM DESIGN TO DELIVERY	
Serial Number:	85434158	VECTURA	
Serial Number:	86019819	PIPELINESCHEDULER	
Serial Number:	85938138	TNET	
Serial Number:	85938059	GASSTREAM	
Registration Number:	4321883	LDPA	
Registration Number:	4197914	PIPELINEOPTIMIZER	
CORRESPONDENCE DATA			
Fax Number:	9193541278		

CH \$265.00 3900175

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-314-3086
Email: loandocsdept@square1bank.com
Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:

Lee Conner

Signature:

/Lee Conner-alp/

Date:

12/13/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 4, 2010 by and between **SQUARE 1 BANK** ("**Bank**") and **ENERGY SOLUTIONS INTERNATIONAL, INC.**, a Texas corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of February 26, 2010 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

7904 N Sam Parkway W, Suite 200
Houston, TX 77064

**ENERGY SOLUTIONS
INTERNATIONAL, INC.**

By: *JOS. Pittman*

Title: *CFO*

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: *[Signature]*

Title: *SVP*

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
PIPELINE FLOW MODELING METHOD	13448970	04/17/2012

EXHIBIT C
TRADEMARKS

Description	Registration /Serial /Application Number	Registration/ Application Date
PIPELINETRANSPORTER	3900175	01/04/2011
PIPELINEMANAGER	3900176	01/04/2011
SYNTHESIS	3900772	01/04/2011
FROM DESIGN TO DELIVERY	3947859	04/19/2011
VECTURA	85434158	09/28/2011
PIPELINESCHEDULER	86019819	07/25/2012
TNET	85938138	05/21/2013
GASSTREAM	85938059	05/21/2013
LDPA	4321883	04/16/2013
PIPELINEOPTIMIZER	4197914	08/28/2012